

RETURN DATE: DECEMBER 22, 2020	:	SUPERIOR COURT
DAVIS, WESLEY	:	J.D. OF ANSONIA/MILFORD
VS.	:	AT MILFORD
SECCHIAROLI, FRANK, ALTERNATE UNIVERSE, LLC, and YACKO, ERIK	:	NOVEMBER 20, 2020

COMPLAINT

COUNT ONE: NEGLIGENCE - ERIK YACKO, ALTERNATE UNIVERSE, LLC

1. At all times mentioned herein, Plaintiff Wesley Davis was a resident of West Haven, Connecticut.
2. At all times mentioned herein, Defendant Frank Secchiaroli was a resident of Stratford, Connecticut.
3. At all times mentioned herein, Defendant Erik Yacko was an owner of Alternate Universe, LLC, and was a resident of West Haven, Connecticut.
4. At all times mentioned herein, Defendant Alternate Universe, LLC, was a limited liability company registered in Connecticut, having established business locations in New Haven and Milford. At all times mentioned herein, the actions complained of transpired in the Milford store.
5. In 2018, Plaintiff Wesley Davis allowed Defendant Frank Secchiaroli to work in, around, and on construction projects in his home at 484 Washington Avenue, West Haven, Connecticut.
6. Plaintiff Wesley Davis had collected rare and valuable comic books for over 60 years, which were in his residence and accessible to Defendant Frank Secchiaroli.
7. Defendant Erik Yacko and Alternate Universe, LLC, are at all times herein special collectibles dealers who primarily engage in the business of buying or selling a distinctive type of manufactured item of limited supply, designed for persons to collect, that possesses attractive characteristics, rarity, uniqueness, production faults, or other distinctive characteristics necessary to cause persons to save it for hobby, display or investment purposes, including comic books, which are of interest to discrete group of persons.
8. In 2018 and 2019, Defendant Frank Secchiaroli took approximately 300 comic books from Plaintiff Wesley Davis without his knowledge or permission, and with no color of right.

9. In October 2019, Plaintiff Wesley Davis reported the theft of his comic books to the West Haven Police Department, who initiated an investigation, including canvassing comic bookstores from Norwalk to New Haven. (SEE EXHIBIT A PRELIMINARY LIST)
10. On November 7, 2019, a detective from the West Haven Police Department, attempting to locate the stolen comic books, provided a list of the unique and rare comic books to Defendant Erik Yacko and Alternate Universe, LLC's store in Milford, Connecticut, who adamantly denied any knowledge of the comic books.
11. On the same day, after the police were in the Alternate Universe, LLC's Milford store, Defendant Frank Secchiaroli called Defendant Erik Yacko and inquired whether the police had been in a store.
12. Claiming this call triggered the realization that he had purchased the exact same comic books from Defendant Frank Secchiaroli in 2018 and again in 2019, Defendant Erik Yacko contacted the West Haven detective and admitted that he recognized some of the comic books, which were unique and on the list he had been provided.
13. Defendant Erik Yacko informed the police that the comic books were in great condition and obviously part of a rare collection and of high value.
14. He reported that he remembered buying approximately 250 comic books from Defendant Frank Secchiaroli over the time period of 2018 and 2019.
15. Erik Yacko admitted that he knew Frank Secchiaroli was not a comic book collector and had told him he had received the comic books from a deceased uncle.
16. In the summer of 2018, Defendant Frank Secchiaroli told Erik Yacko that he had no more comic books, yet he came back a year later, telling Yacko he had found additional comics.
17. The comic books in question were valued at approximately \$250,000.00 if sold in a proper fashion to discriminating collectors.
18. Defendant Erik Yacko paid Defendant Frank Secchiaroli for the stolen comic books by check on July 6, July 12, July 26, and August 30, 2018, totaling \$2,120.00.
19. Defendant Erik Yacko again paid Defendant Frank Secchiaroli on August 17 and August 29, 2019, the total sum of \$3,050.00 for additional stolen comic books.
20. Defendant Erik Yacko paid Defendant Frank Secchiaroli by check six times for the total of \$5,170.00, although the comic books were worth 50 times that amount.
21. Defendants Frank Secchiaroli and Erik Yacko knew, at the time of the purchase/sale between them, that the comics were extremely valuable.

22. In 2018, Defendant Erik Yacko sent many of the valuable comic books to the comic book auction house Bruneau & Company Auctioneers located in Cranston, Rhode Island, who sold the comics at auction with no reserve for a total of \$67,105.00, plus was paid commission of \$13,685.00.
23. Defendant Erik Yacko provided the West Haven detective with 19 comic books still in his possession, bought from Defendant Frank Secchiaroli, that were owned by Wesley Davis.
24. Each time the Defendant Frank Secchiaroli sold to Defendant Erik Yacko, he had been working on Plaintiff Wesley Davis's home doing repairs on or about the residence and having access to the comic books that were missing.
25. Defendant Erik Yacko, fully aware of the extraordinary value of the comic books after purchasing them for cents on the dollar, sent many of the comic books to be sold online at auction in Cranston, Rhode Island.
26. On December 12, 2018, twenty-seven (27) comic books were sold for total sales price of \$51,425.00 and commission of \$7,105.00.
27. In 2018, Defendant Erik Yacko was aware that Defendant Frank Secchiaroli was not a comic book collector and had little or no knowledge about comic books, having claimed that he inherited from his uncle.
28. In 2018, Defendant Erik Yacko was told by Defendant Frank Secchiaroli that he had no further comic books and he reappeared in 2019 claiming that he had found more.
29. On April 24, 2019, sixty-eight (68) stolen comic books were sold by Defendant Erik Yacko with no minimum or reserve for \$12,895.00 plus commission of \$3,795.00.
30. This April 2019 sale consisted of comic books stolen from Wesley Davis and sold by Defendant Frank Secchiaroli to Defendant Erik Yacko in the summer of 2018.
31. On October 18, 2019, ninety-seven (97) comic books stolen by Defendant Frank Secchiaroli from Plaintiff were sold by Defendant Erik Yacko for \$2,785.00, plus an earned commission of \$278.00.
32. The total for all three dates of sales at auction by Defendant Erik Yacko was one hundred ninety-two (192) comic books with total sale proceeds after auction with no reserve for \$67,105.00, paid to Defendant Erik Yacko, and commission paid of \$13,685.00.
33. In November 2019, West Haven police took possession of an additional twenty-seven (27) comic books owned by Wesley Davis, which Defendant Erik Yacko attempted to sell after purchasing them from Defendant Frank Secchiaroli.
34. Defendant Erik Yacko and Defendant Alternate Universe are in the business of purchasing comic books and other similar items from parties that they do not know, which items are difficult to ascertain ownership of provenance.

35. Defendant Erik Yacko and Defendant Alternate Universe, LLC, had an obligation not to purchase other people's properties that had been converted or stolen and to investigate ownership of each item that they purchased.
36. Defendant Erik Yacko and Defendant Alternate Universe, LLC, prior to purchasing comics, had all the information regarding the true identity of Defendant Frank Secchiaroli and issued checks in his name for the purchase of the purloined comic books.
37. Simple examination of the state of Connecticut website of criminal history shows Defendant Frank Secchiaroli to have numerous convictions for burglary, larceny, burglary tools, and the like, including for the years 2019, 2012, 2011, 2001, 1996, 1995, and had numerous other convictions for felonies including sale and possession of illegal drugs and narcotics.
38. Defendant Erik Yacko identified Defendant Frank Secchiaroli as the source of his purchases, and he was arrested for larceny in the first-degree and arraigned in Milford Superior Court for the theft of approximate 300 comic books.
39. Defendants Erik Yacko and Alternate Universe, LLC, had a history of purchasing purloined comic books during this period between 2018 and 2020.
40. In September 2019, another comic book collector reported approximately 532 rare comic books stolen from his storage unit, valued around \$250,000.00, to the Police Department of Shelton, Connecticut.
41. The collector, on or about September 3, 2019, came across fourteen (14) of his stolen comics on display at Alternate Universe, LLC's collectible shop in New Haven, Connecticut.
42. Again, Defendants Yacko and Alternate Universe, LLC only paid \$800.00 for thousands of dollars of comic books from alleged thieves who Yacko and Alternate Universe, LLC, dealt with from July to October 2019 and knew were arrested January 21, 2020.
43. Defendants Yacko and Alternate Universe, LLC were fully aware that they paid for stolen goods from these thieves in September 2019 and their arrest was in January 2020, two weeks before the West Haven detective appeared and inquired in their store early February 2020 with an additional list of stolen comics which they claimed they did not recognize.
44. Defendant Erik Yacko and Alternate Universe, LLC, owed the duty to lawful owners of property not to purchase stolen goods and conduct business so no unauthorized assumption and exercise of the right of ownership over goods belonging to another, to the exclusion of the rightful owner's rights occurs.
45. Plaintiff Wesley Davis was damaged by the actions of the Defendants Erik Yacko and Alternate Universe, LLC.

46. The Plaintiff's injuries were a direct, proximate result and substantial factor due to the Defendants' negligence and carelessness in one or more of the following ways:
- A. IN THAT they failed to check the criminal history of the Defendant Frank Secchiaroli as due diligence not to purchase stolen items;
 - B. IN THAT they failed to inquire further as to the true ownership of the rare comics due to the unique circumstances of the number, uniqueness, quality, and condition thereof;
 - C. IN THAT they purchased from someone without checking readily available public records and who readily admitted he did not collect comics yet possessed rare, unique, and unusually valuable items;
 - D. IN THAT they knew or should have known the purchase price agreed upon was suspiciously well below the value of the comics purchased;
 - E. IN THAT they handled stolen goods knowing or believing them to be stolen goods;
 - F. IN THAT they dishonestly received the goods;
 - G. IN THAT they dishonestly undertook or assisted in their retention, removal, and disposal for their profit;
 - H. IN THAT after a theft or other dishonest acquisition was completed, fenced the items;
 - I. IN THAT they received stolen goods;
 - J. IN THAT they arranged to receive them under these remarkable circumstances;
 - K. IN THAT they undertook to the keeping, removing, disposing of stolen goods by or for the benefit of another person;
 - L. IN THAT they failed to suspect that these goods may be stolen, and act appropriately;
 - M. IN THAT even if they did not know for certain that these goods were stolen, there could be no other reasonable conclusion in the light of all the circumstances, and in the light of all that they had heard and seen;
 - N. IN THAT by their recklessness or willful blindness to the circumstances they failed to investigate whether the goods were stolen;
 - O. IN THAT their *suspicion* should have converted into belief when the facts are so obvious that belief may safely be imputed;
 - P. IN THAT the Defendants bought goods for a fraction of their true value and reasonable suspicions were warranted;

- Q.** IN THAT they participated in a series of transactions over two years when the Defendant should have known or suspected, or did know or suspect, that the comics might have been stolen and investigated further;
- R.** IN THAT they entered into an arrangement which they knew or suspected facilitated the acquisition, retention, use or control of criminally acquired property;
- S.** IN THAT that these Defendants received, concealed, stored, sold, or disposed of reasonably ascertainable stolen property;
- T.** IN THAT if these Defendants did not know the property was stolen at the time they received it, they reasonably could have found out after receiving possession, and were in possession of stolen property;
- U.** IN THAT they had knowledge of circulating stolen comic books and failed to inquire further;
- V.** IN THAT the Defendants' business lends itself to stolen items being sold due to the lack of ownership marks thereon, requiring further inquiry;
- W.** IN THAT Defendants were involved with receipt of other people's stolen goods in July and August 2019, which they definitely knew were stolen by September 2019, and still proceeded to auction Plaintiff's ninety-seven (97) stolen comics on October 18, 2019 without further investigation;
- X.** IN THAT they came into possession of converted goods, making their possession wrongful from the outset;
- Y.** IN THAT they converted Plaintiff's property by purchasing without proper inquiry for their own financial benefit;
- Z.** IN THAT under all the circumstances, receiving unique items from a non-collector, the collector condition of the comics, the coverings and protection on each comic; the rarity thereof, the extra-ordinary value thereof, the dramatic underprice paid therefor, the lack of believability or credibility of the history told for ownership, the additional purchases after being told there were no more, the easily available criminal history of the seller, the predisposition of stolen comics in their business, the knowledge of simultaneously stolen comics circulating, warranted further due diligence prior to purchasing and auctioning off for their extraordinary profit.

COUNT TWO: CONVERSION - ERIK YACKO, ALTERNATE UNIVERSE, LLC, FRANK SECCHIAROLI

1-45. Paragraphs One through Forty-five of the First Count are hereinafter restated to become paragraphs One through Forty-five of Count Two of this Complaint.

46. Defendants Erik Yacko, Alternate Universe, LLC, and Frank Secchiaroli, without authorization from Plaintiff, assumed and exercised ownership and control over Plaintiff's property as aforesaid and deprived Plaintiff permanently.

47. The Defendant Secchiaroli committed a tortious taking of the comic books.

48. These Defendants dealt with Plaintiff's personal property in a manner adverse and inconsistent with Plaintiff's ownership and possessory rights.

49. Plaintiff without reservation owned the comic books in question at time the Defendants took possession thereof.

50. The Defendants, in taking possession of Plaintiff's comics, were unauthorized, wrongful from the outset, without permission, and without any lawful authority, depriving Plaintiff of his property, causing him harm, allowing him to recover the fair market value of the property at the time and place it was unlawfully taken, together with simple interest in the rate of 10% per year from date of conversion to date of decision.

51. Defendants intentionally dispossessed Plaintiff of his property.

52. Defendants received the Plaintiff's property pursuant to an unauthorized sale with intent to acquire a proprietary interest in the Plaintiff's property.

53. Defendants disposed of Plaintiff's property by unauthorized sale with intent to transfer a propriety interest therein.

54. Defendants intended to exercise dominion and control over Plaintiff's property in a manner inconsistent with Plaintiff's rights.

55. Plaintiff has suffered damages and been subjected to emotional distress.

COUNT THREE: CIVIL THEFT PER C.G.S. 52-564

1-45. Paragraphs One through Forty-five of the First Count are hereinafter restated to become paragraphs One through Forty-five of Count Three of this Complaint.

46. Defendants Erik Yacko, Alternate Universe, LLC, and Frank Secchiaroli, in combination with one another and without authorization from Plaintiff, assumed and exercised ownership and control over Plaintiff's property as aforesaid and deprived Plaintiff permanently.
47. Defendant Secchiaroli committed a crime and/or an unlawful act or a lawful act by unlawful means or a tortious taking of the comic books and knowingly stole the Plaintiff's property.
48. The Defendants Erik Yacko, and Alternate Universe, LLC knowingly received the Plaintiff's property with the intent to deprive the owner and/or to appropriate the comics to themselves as set forth herein.
49. The Plaintiff has been harmed.

COUNT FOUR: AIDING AND ABETTING AND CIVIL CONSPIRACY

- 1-45. Paragraphs One through Forty-five of the First Count are hereinafter restated to become paragraphs One through Forty-five of Count Four of this Complaint.
46. Defendants Erik Yacko and Alternate Universe, LLC, aided Defendant Frank Secchiaroli and abetted in the deprivation of Plaintiff of his property to his damage.
47. Defendants Erik Yacko and Alternate Universe, LLC, were generally aware of their role in the overall illegal and tortious activity and conversion at the time of each purchase aforementioned.
48. The Defendants committed acts pursuant to the scheme and knowingly substantially assisted Defendant Frank Secchiaroli in the underlying cause of action of theft or conversion of the Plaintiff's property.
49. Defendant Frank Secchiaroli was the initial and principal actor in the original theft and conversion.
50. The Plaintiff was harmed thereby.

COUNT FIVE: UNJUST ENRICHMENT

- 1-45. Paragraphs One through Forty-five of the First Count are hereinafter restated to become paragraphs One through Forty-five of Count Five of this Complaint.
46. Plaintiff's personal property was taken by the Defendants unlawfully and/or tortiously.
47. Each Defendant benefitted in their respective ways from the possession retention and/or dispossession of the Plaintiff's personal property.
48. The Defendants unjustly did not pay Plaintiff for the respective benefits they obtained from his personal property.
49. The Plaintiff was damaged thereby.

COUNT SIX: CONSTRUCTIVE TRUST

- 1-45. Paragraphs One through Forty-five of the First Count are hereinafter restated to become paragraphs One through Forty-five of Count Six of this Complaint.
46. The Defendants' actions, were commission of wrongs, unconscionable conduct, and by questionable means, in violation of good conscience and against equity as set forth herein.
47. The Defendants each obtained or hold either comic books or proceeds from the sale thereof which they ought not, in equity and good conscience, hold and enjoy.
48. Defendants having wrongfully appropriated and converted Plaintiff's property, in order to prevent unjust enrichment, and having an equitable duty to Plaintiff to make whole are in possession of Plaintiff's property or proceeds therefrom.
49. The Defendants hold said items and/or money in constructive trust for Plaintiff.

COUNT SEVEN: EQUITABLE ACCOUNTING

- 1-45. Paragraphs One through Forty-five of the First Count are hereinafter restated to become paragraphs One through Forty-five of Count Seven of this Complaint.
46. The facts above set forth special circumstances warranting equitable relief in the interest of justice, in light of the nature, quality and effect of the Defendants' wrongful acts in derogation of Plaintiff's rights.
47. Plaintiff has demanded a list of all comic books of the Plaintiff's that the Defendants dealt with, had, have, or disposed of, and to date does not have true and full information as to the extent of his loss.
48. The Plaintiff has no adequate remedy at law to obtain a full accounting of the items the Defendants converted from Plaintiff.

WHEREFORE, the Plaintiff claims

AS TO COUNT ONE:

1. Money damages;
2. Costs; and
3. Such other relief which the Court deems fair and equitable.

AS TO COUNT TWO:

1. Compensatory Money damages; consisting of fair market value at time of taking;
2. Compensatory damages for emotional distress;
3. Interest from date of taking at 10% per year;
4. Consequential or incidental damages resulting from the natural consequences of the taking;

5. Punitive damages as deemed appropriate;
6. Such other relief which the Court deems fair and equitable.

AS TO COUNT THREE

1. Monetary damages;
2. Treble damages pursuant to Section 52-564 of the Connecticut General Statutes;
3. Costs; and
4. Such other relief as this Court may deem fair and equitable.

AS TO COUNT FOUR

1. Money damages;
2. Costs; and
3. Such other relief which the Court deems fair and equitable

AS TO COUNT FIVE

1. Money damages;
2. Costs; and
3. Such other relief which the Court deems fair and equitable

AS TO COUNT SIX

1. An Order holding items and proceeds in constructive trust for the benefit of Plaintiff;
2. Costs; and
3. Such other relief which the Court deems fair and equitable.

THE PLAINTIFF
WESLEY DAVIS,

BY: /s/303542
Joseph Tramuta, Esq.
Minnella, Tramuta & Edwards
40 Middlebury Road
Middlebury, CT 06762
(203) 573-1411
Juris No. 433342

EXHIBIT A - PRELIMINARY LIST OF STOLEN COMIC BOOKS

1. **WORLD'S FINEST COMICS** (including a complete run of #71 well up through the 100's the beginning of Superman-Batman team ups and also a number of earlier issues #30s up through 70, all in very collectable grades VG+ and higher)
2. **SUPERMAN** (beginning in the mid to late 1940s including #50, 53 (origin of Superman), 76 first meeting of Superman and Batman, #100 and up through the mid-1960s, an unbroken run)
3. **BATMAN** (beginning in the mid to late 1940s through the mid-1960s, all in high collectable grade VG or higher)
4. **SHOWCASE presents** (key issues: **Lois Lane** tryout issues, all four **Flash** tryouts including #4, all 3 **Green Lantern** tryouts #22, 23, 24, all three **The Atom** tryout issues, **Aquaman** tryouts and many other issues through mid- 1960s)
5. **BRAVE & THE BOLD** (also a tryout comic including all 3 **Justice League of America** tryout issues, **Hawkman** all the tryout issues, there were 6 before he got his own magazine, and many other issues including 1st **Adam Strange**)
6. **GREEN LANTERN** (beginning with issue #1 unbroken run through the mid-1960s, copy of #2 can be identified as it has a double cover) Also have Dennis O'Neill-Neal Adams run 76-89) (#76 signed by writer Denny O'Neil)
7. **THE FLASH** (beginning with #105 -the first issue of the Silver Age Flash character-- unbroken through the mid-1960s (for ex Flash #123 intro Earth 2 concept), these especially the early ones are in very high grade VF+)
8. **JUSTICE LEAGUE OF AMERICA** (beginning with #1 unbroken run through mid-1960s) **The Atom** (beginning with #1 through at least #15 missing a couple issues) **Hawkman** (beginning with #1 through merging to become Atom & Hawkman comics)

- 9. MYSTERY IN SPACE** (featuring **Adam Strange** various early pre-Adam Strange issues and then an unbroken run from #'s in the 40s through 80 (late 1950s -mid 1960s) including all the Adam Strange issues)
- 10. AMAZING SPIDERMAN** (#1 unbroken run through the mid-1960s, a number of early issues were subscription copies and had a slight vertical crease down the middle of each issue) (Spiderman#1 recovered by the WH police)
- 11. SAGA OF SWAMP THING** beginning with #20 written and drawn by Alan Moore, Bernie Wrightson, their first issue on the title is signed by both of them either on the cover or inside first page, don't recall which)
- 12. UNCANNY X-MEN** issues #1 through 9 missing only issue #2, all in high grade)
- 13. THE AVENGERS** issues #1 through at least #10 or so in high grade
- 14. Early issues of LOIS LANE** (beginning with Issue #3 and **JIMMY OLSEN** comics all missing (Jimmy Olsen #2)
- 15. ACTION COMICS** (early issues beginning in the mid to late 1940s including #100 or 101 features cover
"Superman photographs the Atom Bomb" with explosion) Missing issues go up through the mid 1950's. Action #242 (1st appearance of Brainiac), the surrounding issues still there
- 16. DETECTIVE COMICS** (early issues beginning in the mid to late 1940's in VG or higher grade through the mid 1950's, Detective #168 (origin of the Joker).
- 17. GIANT SUPERMAN ANNUAL** #1-4
- 18. GIANT BATMAN ANNUAL** #1-4 or more

19. GIANT STRANGE TALES ANNUAL #1-4

20. GIANT FANTASTIC FOUR ANNUAL #1 at least

21. Also early issues of **THE HULK #6**

22. STRANGE TALES #101

23. OTHER EARLY MARVELS

24. CLASSICS ILLUSTRATED Two boxes containing the collection, the first box, beginning with #1 is gone containing close to 100 comics. Unlike other comics these were republished in later editions with different covers. The earliest ones sold for 10 cents (and later editions for 15 cents). A number of titles were withdrawn and out of print-- all the editions of Hunchback of Notre Dame, 4 different editions with 4 different covers, and both editions of Frankenstein and the rare Edgar Allen Poe issues which were not reprinted because of graphic cover art.